

## Waiver and Release of Claims Arising Out of the Use of the 321 N. Clark St. Pickleball Court Facility

I, \_\_\_\_\_ hereby request permission to use the pickleball court, located at the northwest corner of the lobby level, together with any and all equipment, and other facilities located therein (the "Fitness Facilities"). I understand and acknowledge that the pickleball court is not a public facility, but is for the exclusive use of those individuals, such as myself, who are specifically authorized in writing by 321 North Clark Property, LLC C/O Hines Midwest, LLC ("Landlord") or its authorized representative to use the facilities, and who read and sign this **WAIVER AND RELEASE**. I understand that the pickleball court facility shall be unstaffed. Any and all employees or agents of Landlord or its authorized representative who may be present at any time in the pickleball court Facility are not trained or authorized to provide health, fitness, medical assistance or advice. I understand and acknowledge that there are risks inherent with vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Facilities, including but not limited to serious bodily injury or even death. I also understand and acknowledge that I should not engage in vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Facilities without first consulting my personal physician and considering any particular risks I may incur in participating in these activities. I acknowledge that any safety equipment needed and/or required by law are to be provided by me.

I further understand and acknowledge that novel coronavirus ("COVID 19") infections have been confirmed throughout the United States, including in the State where the Fitness Facilities are located. I acknowledge that the Centers for Disease Control and Prevention ("CDC") has advised that COVID-19 is transmitted mainly from person-to-person, including through respiratory droplets, and may be spread by people who are not showing symptoms. Accordingly, I understand that there is an inherent risk of exposure to COVID 19 through use of the Fitness Facilities. I certify that I will not enter the Fitness Facilities if I have tested positive for COVID 19 within the last five (5) days or been exposed to someone that has tested positive for COVID 19 or is believed to have contracted COVID 19 within the last five (5) days, nor will I enter the Fitness Facilities if I have any of one of the following known symptoms of COVID 19: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea. I hereby assume all of the risks of using the Fitness Facilities and the equipment therein, including the risks of covid 19 exposure. I further acknowledge and agree that, in consideration for being permitted to use the Fitness Facilities, I shall be entirely responsible for, and I hereby waive and release any and all CLAIMS I have or may have in the future against Landlord, and its successors, assigns, affiliates, directors, officers, employees, partners, members, owners, managers, tenants, or contractors (collectively, "Landlord Parties") for any and all losses, costs, expenses, including reasonable attorney's fees, damages, or liabilities whatsoever of any nature, including property damage, loss or theft, bodily injury or death related to covid 19 or otherwise, arising out of (i) my use of the Fitness Facilities, (ii) the negligence or other acts of the Landlord Parties, whether directly connected to my use of the Fitness Facilities or not, and however caused, or (iii) the condition of the Fitness Facilities. Further, I agree to indemnify, hold harmless, and promise not to sue, the Landlord parties from and against all claims, causes of action, judgments, liabilities, costs or expenses, including ATTORNEY'S FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY use of the fitness facilities, EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF A landlord party.

I also agree that my use of the pickleball court facility shall be in accordance with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative, and I agree to follow CDC guidelines for minimizing the risk of COVID 19 spread, including maintaining appropriate physical distance from other persons, hand washing, cleaning and disinfecting, and following local ordinances regarding the use of gyms or other public spaces. I further agree to follow any oral instructions or directions given by the employees, agents or representatives of Landlord at the Fitness Facilities. I agree that my failure to use the Fitness Facilities in accordance with the Rules and Regulations or as directed by such agents or representatives at the Fitness Facilities may result in the permanent loss of my privileges to use the pickleball court facility. I certify that I have read this document, and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will.

Signed: .

Print Name: .

Company: \_

Date: \_

E-Mail: \_

Sex: M or F